

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE NATIONAL PRESCRIPTION
OPIATE LITIGATION

This document relates to:

All actions

MDL No. 2804

Case No. 17-md-2804

Judge Dan Aaron Polster

**[PROPOSED] STIPULATION AND AGREED STAY ORDER PURSUANT TO
SETTLEMENT AGREEMENT BETWEEN PLAINTIFFS' EXECUTIVE COMMITTEE
AND DEFENDANT MASTERS PHARMACEUTICAL, LLC**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel of record for the Plaintiffs' Executive Committee ("PEC") and Defendant Masters Pharmaceutical, LLC fka Masters Pharmaceutical, Inc., d/b/a River City Pharma, and River City Pharma, LLC¹ (collectively "Masters") (PEC and Masters are together referred to herein as the "Parties"), having entered into a June 14, 2023 term sheet agreement providing for the potential settlement of all pending cases against Masters, agree to this stipulation and agreed stay order as follows:

¹ A small number of cases identified "Masters Drug Company" as a defendant although it is apparent that the plaintiff intended to identify Masters Pharmaceutical, LLC as the real party in interest. Masters Drug Company, Inc. is a wholly-owned subsidiary of McKesson Corporation and is unrelated to Masters Pharmaceutical, LLC. Those cases incorrectly identifying "Masters Drug Company" as a defendant are subject to this Order.

A small number of cases also identified "River City Pharma" as a defendant although it is apparent that the plaintiff intended to identify Masters Pharmaceutical, LLC as the real party in interest. River City Pharma, LLC was established as an Ohio limited liability company. However, River City Pharma, LLC never engaged in any business, held any licenses, transacted any sales of controlled substances or other prescription drugs, or ever owned any assets. "River City Pharma" was a former trade name, or d/b/a, of Masters Pharmaceutical. On January 1, 2018, Masters Pharmaceutical sold all of its assets (including the "River City Pharma" trade name or d/b/a) to Masters Drug Company, Inc., a McKesson entity. Those cases incorrectly identifying "River City Pharma" as a defendant are also subject to this Order.

1. The Parties recognize that the term sheet agreement was executed based upon the fact that the only source of funds available to Masters to satisfy the subdivision claims is a Chubb (Federal Insurance) policy providing D/O coverage with “burning limits” of Five Million Dollars (\$5,000,000.00) and that there remains available limits of just over Four Million Dollars (\$4,000,000.00) to satisfy a settlement agreement; and that if the litigation against Masters is not stayed, those insurance limits will be further depleted per the term sheet agreement.

2. The Parties agree that all cases filed in the MDL against Masters are hereby stayed in their entirety as to Masters until further order of the Court. The Court will not schedule any hearings or trials involving Masters, and no discovery or motions shall be issued as to Masters. Further, said stay relieves Masters from reading motions, orders, or other filings, or responding thereto, in the MDL or any state court cases, or filing any status reports with the Court or the PEC, regardless of whether such items relate to (a) Masters Pharmaceutical, LLC, (b) Masters Pharmaceutical, Inc., (c) Masters Drug Company, or (d) River City Pharma, unless and until the PEC, via its liaison counsel, Peter H. Weinberger (“Mr. Weinberger”), directly notifies counsel of record for Masters regarding any such filing, and the need for Masters to address same.

3. In the event that the current settlement in principle, as reflected in the Parties’ binding term sheet dated June 14, 2023, is not adopted and accepted by all plaintiffs who have asserted claims against (a) Masters Pharmaceutical, LLC, (b) Masters Pharmaceutical, Inc., (c) Masters Drug Company, or (d) River City Pharma, then the PEC, via its liaison counsel, Mr. Weinberger, shall advise the Court and counsel for Masters of same.

4. Thereafter, if the Court determines that pretrial proceedings, discovery, motions, and trial preparations should commence, any trial in, or remand from, the MDL, regarding such cases pending against Masters, shall not occur before fourteen (14) months after such notification from the PEC to the Court and to counsel for Masters.

5. This stay shall remain in effect until and unless the PEC's liaison counsel and Masters' counsel notify the court that the term sheet agreement and its implementing documents have not been consummated and completed.

IT IS SO ORDERED that all litigation pending in the MDL against Masters is hereby stayed pending further order of this Court.

Dated: _____

HONORABLE DAN A. POLSTER

Prepared by:

/s/ Peter H. Weinberger
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Agreed to by:

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CERTIFICATE OF SERVICE

I hereby certify that on August 8, 2023, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system. Copies will be served upon counsel of record by, and may be obtained through, the Court CM/ECF system.

/s/ Peter H. Weinberger
Peter H. Weinberger